

1 BILL NO. S-79-10- 17

2 SPECIAL ORDINANCE NO. S- 190-79.

3 AN ORDINANCE approving an Agreement to
4 Purchase Real Estate from Housing Authority
for Neighborhood Care, Inc., located at
5 305 E. Dewald Street.

6 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE,
7 INDIANA:

8 SECTION 1. That the Agreement to Purchase Real Estate dated
9 October 4, 1979, between the City of Fort Wayne, by and through its Mayor
10 and Neighborhood Care, Inc., and the Housing Authority, for:

11 Lot #285 Hamiltons 4th Addition
12 for the total cost of \$2,400.00, all as more particularly set forth in said
13 agreement which is on file in the Office of Neighborhood Care, Inc., and is
14 by reference incorporated herein, made a part hereof and is hereby in all
15 things ratified, confirmed and approved.

16 SECTION 2. That this Ordinance shall be in full force and effect
17 from and after its passage and approval by the Mayor.

18 
19 Councilman

20
21
22
23 APPROVED AS TO
24 FORM & LEGALITY

25 
William N. Salin, City Attorney

Read the first time in full and on motion by V. Schuch, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 10-23-79.

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Hinga, seconded by Talarico, and duly adopted, placed on its passage.

PASSED (~~lost~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>6</u>	<u>0</u>	_____	<u>3</u>	_____
<u>BURNS</u>	<u>x</u>	_____	_____	_____	_____
<u>HINGA</u>	<u>x</u>	_____	_____	_____	_____
<u>HUNTER</u>	_____	_____	_____	<u>x</u>	_____
<u>MOSES</u>	_____	_____	_____	<u>x</u>	_____
<u>NUCKOLS</u>	<u>x</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	<u>x</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	_____	_____	_____	<u>x</u>	_____
<u>STIER</u>	<u>x</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>x</u>	_____	_____	_____	_____

DATE: 11-13-79

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as
(ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE
(RESOLUTION) No. S-190-79 on the 13th day of November, 1979.
ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

James Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 14th day of November, 1979, at the hour of 11:30 o'clock A. M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 19th day of November, 1979, at the hour of 4 o'clock _____ M., E.S.T.

Robert Elmhurst
MAYOR

Bill No. S-79-10-17

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance
approving an Agreement to Purchase Real Estate from Housing
Authority for Neighborhood Care, Inc., located at 305 E. Dewald
Street

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance DO PASS.

VIVIAN G. SCHMIDT - CHAIRMAN

WILLIAM T. HINGA - VICE CHAIRMAN

JAMES S. STIER

JOHN NUCKOLS

DONALD J. SCHMIDT

William T. Hinga

James S. Stier
John Nuckols
Donald J. Schmidt

11-13-79 CONCURRENT IN
DATE _____ CHARLES W. WESTERMAN, CITY CLERK

If the purchase of this property is approved by City Council it will be used for the Co-Op Parenting Program.

It is a 2 story home with 5 bedrooms, living room, kitchen, 2 baths. The structure is constructed over a partial crawl and basement type foundation. Total improved living area comprises 2072 Sq.Ft.

The age of the dwelling is approximately 60 years old, has wood siding, roof is asphalt shingle.

The subject property is currently assessed at \$700 for the land and \$1700 for the improvements.

Our cost to buy the property is \$2,400.00



THE CITY OF FORT WAYNE

COMMUNITY DEVELOPMENT & PLANNING
division of neighborhood care

Sept. 7, 1979

RE: 305 E. Dewald

Dear Housing Authority,

In accordance with statutory requirements, please be advised that Neighborhood Care, Inc. has engaged real estate appraisers to determine fair market value on your property located at 305 E. Dewald.

Within the next few weeks, two appraisers will be contacting you in order to arrange an inspection of your property for preparation of their appraisal reports. This action does not constitute an intent to acquire this property.

Please be advised of your rights, either personally or through your designated representative, to accompany these individuals in preparing a fair appraisal.

We would appreciate it if you would extend your fullest cooperation to these individuals and on behalf of Neighborhood Care, Inc., I would like to thank you for your cooperation in this appraisal process.

Sincerely,

Harold Lewis
Real Estate Specialist

HL/ja



Oct. 4, 1979

I have received the Agreement to Purchase papers from Sherry Davidson.

for 305 E. Duval.

FWNN.

R. J. Glasper



THE CITY OF FORT WAYNE

COMMUNITY DEVELOPMENT & PLANNING
division of neighborhood care

Oct. 4, 1979

Dear Housing Authority,

This is to confirm our meeting on Sept. 7, 1979 in regards to your property at 305 E. Dewald, which we intend to acquire.

Neighborhood Care, Inc. wishes to purchase the above mentioned property for a sum of \$2,400.00.

Your attention is directed to the fact that Neighborhood Care, Inc. has made a most conscientious effort to establish the fair market value of the property. To do this, two separate and independent appraisals have been made by highly qualified appraisers. Each appraisal report has been carefully reviewed and the property inspected by members of Neighborhood Care, after which, a price was then established in accordance with state statutes by taking the average of the two appraisals. Enclosed, for your information, is a summary statement of the basis for the amount established as just compensation for your property.

Only after all these steps have been taken, can we offer a purchase price to you or any other property owner. In carrying out this project, it is the policy of Neighborhood Care, Inc. to make a direct offer of the maximum approved price to every property owner without preliminary negotiations or any sort of bargaining. This policy is based on the belief that every property owner should receive no less than full fair market value for his holdings.

Should you find our offer acceptable, it is requested that both copies of the two enclosed Agreement to Purchase Real Estate be executed by the appropriate individuals indicated and returned to this office as soon as possible. Once this option has been approved by the Board of Directors of Neighborhood Care, Inc., a copy will be forwarded to you for your records and a closing can be arranged. If, however, our offer does not prove acceptable, it would be appreciated if you would advise us in writing, on or before Oct. 11, 1979.

Sincerely,

Ethel E. Watson
Ethel E. Watson
Director

R. J. G. [Signature]

EEW/ejg
ENC:



APPRAISAL REVIEW SUMMARY SHEET

TYPE OF IMPROVEMENT:

APPRAISERS:

Adams

Bill

MARKET DATA APPROACH:

COMPARABLES

3

3

VALUE INDICATED

2200

2600

FINAL VALUE ESTIMATE:

LAND

400

IMPROVEMENTS

2000

TOTAL

2400

The reviewer has averaged the two values of the appraisers. His recommended or suggested purchase price is \$2400.00.

Oct. 4, 1979

(DATE)

Harold Lewis

HAROLD LEWIS

REAL ESTATE SPECIALIST



GEORGE J. ADAMS • Appraisals

6211 ARAGON DR. • 489-5180 • FORT WAYNE, INDIANA 46818

September 15, 1979

Mr. Harold Lewis
Neighborhood Care Inc.
880 City/County Building
Fort Wayne, Indiana 46802

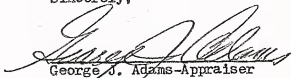
Dear Mr. Lewis;

Pursuant to your request, I have personally inspected the site located at 305 E. Dewald street, Fort Wayne, IN.

Having made an analysis of matters considered pertinent to estimating fair market value, I enclose herein the results of that estimate.

Please call with all questions.

Sincerely;


George J. Adams-Appraiser



GEORGE J. ADAMS • Appraisals

6211 ARAGON DR. • 489-5180 • FORT WAYNE, INDIANA 46818

REPORT OF APPRAISAL

MADE FOR Neighborhood Care Inc. 880 City/County Building, Fort Wayne, IN

LOCATION: 305 E. DeWald Street, Fort Wayne, IN

LEGAL DESCRIPTION: Lot #285, Hamiltons 4th. Addition

PURPOSE OF APPRAISAL

To estimate and give an opinion of the fair market value of the property in fee simple as of this date.

"Market Value is defined as the highest price estimated in terms of money which a property will bring if exposed for sale in the open market, allowing a reasonable time to find a purchaser who buys with knowledge of all the uses to which it is adapted and for which it is capable of being used."

OPINION OF VALUE

Appraised Value — Land	\$ 200.00
Appraised Value — Improvements	\$ 2000.00
Estimated Fair Market Value	\$ 2200.00

ASSUMPTIONS AND LIMITING CONDITIONS

No responsibility is assumed for matters legal in character. It is assumed that the legal description furnished is correct and that the title to the real estate is good and merchantable. Existing liens and encumbrances, if any, have been disregarded in this appraisal, and the property has been appraised as though free and clear.

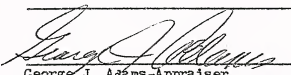
No responsibility is assumed for the accuracy of information furnished by others, although such information has been confirmed where possible and is believed to be reliable.

Possession of this report does not carry with it the right of publication nor may it be used for any purpose by any one except to whom it is addressed except with the previous written consent of the appraiser and the client. The appraiser shall not be required to give testimony or to appear in any Court by reason of this appraisal without previous arrangements having been made therefor.

CERTIFICATION

I hereby certify that I have made a personal inspection of this property and an analysis of all the discoverable factors affecting its value. I further certify that I have no present or contemplated future personal interest in the property and that neither the employment to make the appraisal, nor the compensation is contingent on the value of the property.

DATE 9/15/79


George J. Adams-Appraiser

NEIGHBORHOOD DATA:

The subject neighborhood is located approximately 2100 South and 300 East of the center of the City of Fort Wayne, IN.

Schools, Churches, Shopping and service facilities are available but most are less than convenient to the area.

The neighborhood is zoned predominately residential and is thus composed, chiefly of older single family residences.

The majority of the dwellings are of frame construction, are generally in fair to poor condition and the average age is approximately 60 years.

The Real Estate market appears very weak and slow, reflecting an almost non-existent demand.

Weak and slow market results in a significant and sizable loss in value.

ASSESSED VALUATION AND TAXES:

The Subject property is currently assessed at \$700 for the land and \$1700 for the improvements. The current tax rate for Wayne Township is \$10,569. Thus, the tax expense for the subject would be \$253.66, not considering exemptions and adjustments.

DESCRIPTION OF PROPERTY:

The subject comprises a rectangular parcel of land. The site has a frontage along Dewald street of 50 feet and a depth of 150 feet along Barr Street.

The subject consists of one building, which building is a frame constructed, 2-story single family residence. The structure is constructed over a partial crawl and basement type foundation. Basement and crawl are of brick construction and excepting East wall of basement foundation, which needs total replacement, are in generally good structural condition.

The floor plan consisting of a living room, kitchen, 5 bedrooms and two baths has relatively good traffic pattern. Kitchen is large but somewhat vaguely equipped. Total improved living area comprises 2072 sq. ft.

Age of the dwelling is approximately 60 years and general condition is very poor, reflecting the need for a repair program costing an estimated 15,000 dollars in broken glass replacement, repair and repainting of total exterior, cleaning of total interior, repair and redecorating total interior, installing new floor coverings throughout, repairing plumbing system, repairing electrical system and the repairing of the faulty foundation.

ESTIMATE OF VALUE BY THE MARKET APPROACH;

(Market approach is generally defined as that method whereby the subject is compared to recent sales of similar properties, adjusting for those differences considered pertinent to value).

COMPARABLES;

Property	SqFt	Sty	Rms	Brs	Baths	Constr	Car	Age Cnd	Price	Date	Finance
Subject	2072	2	8	5	2	Wd/Fr	-0-	60VP			
2422 Central	2000	2	7	4	2	As/Fr	2D	60G	13500	7/79	Conv.
2427 Smith	1400	2	7	4	2	Wd/Fr	1D	55G	11500	2/79	FHA
2732 Bowser	1120	2	6	3	1	Wd/Fr	1D	58F	2000	7/79	Cash

	#1	#2	#3
Size/Rm count	13500	11500	2000
Age/Cond	- 10000	+ 1200	+ 1700
Finance		- 500	- 2000
Basement		- 400	
Garage	- 800	- 200	- 200
Baths			+ 500
Subject	\$ 2700	\$ 2000	\$ 2000

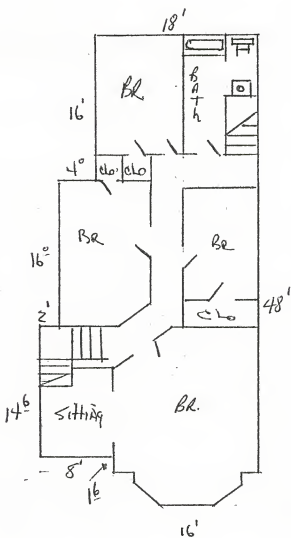
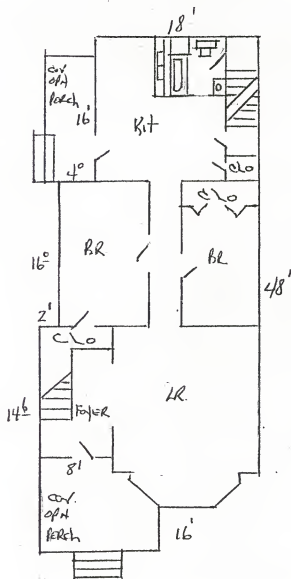
CORRELATION AND FINAL VALUE CONCLUSION:

The market approach reflects a value spread ranging from \$2000 to \$2700. Placing an emphasis on a mid-range indication, I am of the opinion that as of September 15, 1979, the fair market value of the subject was;

TWO THOUSAND TWO HUNDRED (2200) DOLLARS

DRAWINGS

2 STORY FRAME STRUCTURE
OVER PARTIAL BASEMENT
AND CRAWL-
TOTAL COVERED LIVING AREA
2072'



photo's



TOM BILL

T. L. Bill Real Estate



REAL ESTATE APPRAISEMENT

APPRAISER - REALTOR

FOR
Neighborhood Care Inc.,
Attn:Harold Lewis

THOMAS L. BILL

PROPERTY IDENTIFICATION

P.O. Box 5375
Fort Wayne, Indiana 46805

(219) 483-2330

LOCATION:

305 E.Dewald St., Ft.Wayne, Ind.,
Customer: Neighborhood Care Inc.

LEGAL DESCRIPTION:

Lot 285 Hamiltons 4th Addition
Lot size: 50x150

PHYSICAL DESCRIPTION:

Two story frame dwelling containing approximately 2053 sq.ft. of living area. Constructed on basement foundation. Eight total rooms including six bedrooms. Two full baths. Property is approximately 70 years of age and in poor condition, needing many repairs. Exterior is wood sided and roof is asphalt shingle. A 116 sq.ft. front porch and a 63 sq.ft. rear porch are attached. Located on level lot with good drainage. Property contains no garage. Property is appraised "as is".

PURPOSE OF APPRAISAL

To estimate and give an opinion of the fair market value of the property as of this date.

"Market Value" is defined as the highest price estimated in terms of money which a property will bring if exposed for sale in the open market, allowing a reasonable time to find a purchaser who buys with knowledge of all the uses to which it is adapted and for which it is capable of being used.

OPINION OF VALUE

Appraised Value — Land	\$ 500.00
Appraised Value — Site Improvements	\$ 100.00
Appraised Value — Improvements	\$ 2,000.00
Estimated Market Value	\$ 2,600.00

ASSUMPTIONS AND LIMITING CONDITIONS

No responsibility is assumed for matters legal in character. Existing liens and encumbrances, if any, have been disregarded and the property has been appraised as though free and clear. It is assumed that the legal description furnished us is correct and that the title to the real estate is good and merchantable.

No responsibility is assumed for the accuracy of information furnished by others, although such information has been confirmed where possible and is believed to be reliable.

The fee for this appraisal does not provide compensation for conference or testimony or attendance in court nor shall this appraiser be required to give testimony or to appear in any court by reason of the appraisal without previous arrangements having been made therefor.

CERTIFICATION

I do hereby certify that I have made a personal inspection of this property and an analysis of all the discoverable factors affecting its value. I further certify that I have no present or contemplated future personal interest in the property and that neither the employment to make the appraisal, nor the compensation is contingent on the value of the property. The sole compensation for the employment being a fair professional fee.

Thomas L. Bill
APPRAISER
Thomas L. Bill

DATE September 13, 1979

COMMENTS: SITE IMPROVEMENTS & EXTRAS (DEPRECIATED VALUE)

Site Improvements \$100.00
 Basement 200.00
 Porches 125.00

TOTAL \$425.00

ESTIMATED REPLACEMENT COST:

MAIN BUILDING - LIVING AREA 2053 SQ. FT. @ \$ 19.72 \$ 40,485
 BASEMENT in extras SQ. FT. @ \$ \$
 EXTRAS \$
 ESTIMATED REPLACEMENT COST OF MAIN BUILDING \$ 40,485
 LESS DEPRECIATION:
 PHYSICAL DEPRECIATION 70 %
 FUNCTIONAL OBSOLESCENCE 2 %
 ECONOMIC OBSOLESCENCE 15 %
 TOTAL DEPRECIATION 87 %
 DEPRECIATED VALUE - MAIN BUILDING \$ 35,221
 DEPRECIATED VALUE - GARAGE \$ 5,764
 DEPRECIATED VALUE - SITE IMPROVEMENTS & extras \$ none
 TOTAL DEPRECIATED VALUE - ALL IMPROVEMENTS \$ 425
 LAND VALUE \$ 6,189
 VALUE BY COST APPROACH \$ 500
 ROUND OFF TO \$ 6,689
 \$ 6,700

MARKET APPROACH TO VALUE

ADDRESS	2915 Winter	+	-	2723 Oliver	+	-	2723 Winter	+	-
DATE SOLD	7/16/79	25		7/3/79	25		8/9/79	20	
LOT SIZE	47 x 137.2		500	37x161			30x138		
STYLE	2st			2st			2st		
CONDITION	GD		4000	Fair		2000	Fair		4500
BEDROOMS	4			3			3		
BATHS	1 1/2	100		1 1/2	100		1	150	
SFLA	1674	758		1540	600		1120	1050	
GARAGE	4car		1800	No			1car		400
Fence			200						
	VA Points		500	FHA Pts.		300			
TOTAL + or -	\$ - 6,117			\$ -1,575			\$ - 3,680		
SALE PRICES OF COMPARABLES	\$ 9,000			\$ 4,000			\$ 5,800		
INDICATED VALUE(S)									
BY MARKET APPROACH	\$ 2,883			\$ 2,425			\$ 2,120		

CORRELATION OF VALUES INDICATED BY COST AND MARKET APPROACH:

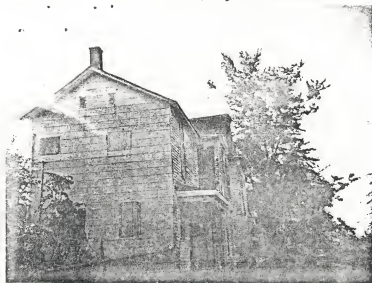
Cost approach indicates a value of \$6,700. Market approach indicates a value of \$2,600. Present value determined to be \$2,600.

VALUE CONCLUSION: LAND \$ 500 IMPROVEMENTS \$ 2,100 TOTAL \$ 2,600

305 E. Llewellyn



305 E. Llewellyn



305 E. Llewellyn



LAND ACQUISITION STATEMENT

Your property (s) has been appraised by two independent appraisers to determine a just and reasonable price for acquisition. At that time, you or your designated representative were given the opportunity to accompany each appraiser during his inspection in order that all facts may be known for preparation of fair appraisals.

Neighborhood Care, Inc. will make every reasonable effort to acquire real property quickly and by negotiated sale. Just compensation for all property interests acquired shall be paid and acquisition activities shall be conducted in a manner that minimizes hardships to owners and tenants. All owners and tenants can be assured of consistent treatment.

Just compensation for each property is determined by Neighborhood Care, Inc. and is established by the average of the two appraisals. The amount of just compensation that will be offered to you at the time of acquisition and confirmed in writing, will not be less than approved appraisal of the fair market value.

If you, as owner, feel that Neighborhood Care Inc.'s offer does not represent the true value of your property, you can refuse to accept it. It will then be your responsibility to present evidence that there should be a change in the offering price.

Any outstanding loans and liens on the property must be paid prior to or at the time of settlement. Our representative will discuss these arrangements with you at the time of negotiations.

If you should have any questions regarding these or any other matters, please feel free to contact Neighborhood Care, Inc., 8th Floor, City/County Building or call 423-7431. The office is open from 7:30 A.M. to 4:30 P.M., Monday through Friday, during the summer months and reverting back to 8:00 A.M. to 5:00 P.M. in September.

SUMMARY STATEMENT OF THE BASIS
FOR JUST COMPENSATION

Oct. 4, 1979

305 F. Dewald

The parcel to be acquired consists of the following described property with the buildings thereon:

Lot # 285 Hamiltons 4th Addition

The real property for which the offer of just compensation was made and which were considered by the appraisers in establishing a fair market value for your property include:

Lot size 50 x 150
50% basement--50% crawl
2 story frame
7 Rooms
2 Baths
2072Sq.Ft.
Approximate age-60 years
Condition-poor
Garage-None

The fair market value which was approved by Neighborhood Care, Inc. is being offered to you is \$ 2,400.00 for the above described property improvements. This amount represents the full amount believed by Neighborhood Care, Inc. to be just compensation for the property. In accordance with state statute, Neighborhood Care, Inc. determination of just compensation is not less than the average of two independent appraisals conducted by competent professional appraisers for the fair market value of the property and is based on an inspection of the property.

In arriving at the acquisition price for any property, Neighborhood Care, Inc., nor the appraiser have reduced or increased the value of the parcel as a result of the area being designated for renewal. Increases or deductions in the value are based solely on physical deterioration.

If there are separately held interests in the property to be acquired, an apportionment of the total just compensation will be made based on Neighborhood Care, Inc. review of the appraisal. If any buildings, structures, fixtures, or other improvements comprising part of the real property are the property of a tenant, the total compensation for the property, including the property of such tenant shall be apportioned to the tenant and the owner so that the amount apportioned to the tenant's improvements and interest will be the greater of:

1. The fair market value of the tenant's leasehold estate in the property.
2. The amount the tenant's improvements contribute to the fair market value of the real property.
3. The fair market value of the tenant's improvements for removal from real property.

In light of the preceeding information, Neighborhood Care, Inc. has set the previously stated amount as the acquisition price for your

AGREEMENT TO PURCHASE REAL ESTATE

To: Housing Authority Owners, Date Oct 11 1979I/We hereby offer to purchase for the sum of \$ 2,400.00 in accordance with Paragraph A below, the real estate in AllenCounty, Indiana commonly known as 305 E. Dewald
the legal description of which is Lot # 285 Hammons 4th Addition

This Agreement to Purchase is made subject to the following terms and conditions:

1. PURCHASE PRICE.

A. Cash. The entire purchase price shall be paid in cash.

B. Cash with New Mortgage. The entire purchase price shall be paid in cash, contingent upon Buyer's ability to obtain within _____ days from this date a _____ mortgage loan commitment in the amount of not less than \$_____. Loan points, if any, not in excess of _____ shall be paid by (Seller / Buyer). If Buyer does not obtain such commitment within said period of time it shall render this Agreement null, void and of no force and effect, and any earnest money shall be refunded to Buyer. Buyer agrees to make immediate application for such financing, and to proceed in good faith toward obtaining same.

C. Cash, Subject to Existing Mortgage. Buyer shall assume and agree to pay the unpaid balance of the existing mortgage on said property, subject to Lender's consent if necessary, held by _____, in the approximate amount of \$_____. At the final closing the Buyer shall pay the balance of the purchase price in cash and will reimburse the Seller for any escrow funds, which Seller shall assign to Buyer. Any Assumption fees charged by the Mortgagee to be paid by Buyer.

D. Land Contract. The sum of \$_____ in cash upon the execution of a Land Contract on the Allen County Indiana Bar Association form with payments of not less than \$_____ per month, including _____% interest computed _____, plus taxes and insurance.

2. TAXES AND ASSESSMENTS. Buyer shall assume and pay real estate taxes due and payable in (May) (November) 1979, and all subsequent taxes. If the tax rate is not finalized, the last rate and value shall be used in this computation. Seller shall assume and pay any assessments or charges upon or applying to the real estate for public or municipal improvements or services which on the date of this Agreement are constructed or installed on or about the real estate or are serving the real estate.

3. SURVEY. Seller shall furnish at Seller's expense an up to date survey, identifying location of corners, showing dimensions, location of all improvements, building lines, easements, and stating whether said property is in or not in a flood plain.

4. TITLE. Seller shall furnish at Seller's expense (check appropriate box)

☒ An Abstract of Title disclosing in Seller marketable title to the real estate as of a date after the date hereof. Buyer shall have a reasonable time before closing to have the same examined, and Seller shall have a reasonable time to correct any title defects.☐ A policy of Owner's Title Insurance insuring in Buyer marketable title to the real estate as of a date after the date hereof. Seller shall deliver to Buyer any abstract in Seller's possession pertaining to the described real estate. Additional expense, if any, for Mortgage Title Insurance to be paid by Buyer.

5. CLOSING. This transaction shall be closed as soon as title to the real estate meets necessary legal requirements and financing is obtained, if called for herein. Upon payment of the Purchase Price, Seller shall deliver a properly executed General Warranty Deed, or Land Contract, conveying or contracting to convey the real estate, improvements, and fixtures in substantially their present condition, usual wear and tear excepted, and if Seller is unable to do so, Buyer shall have the option to revoke this Agreement and have the Earnest Money returned, without delay. Seller shall also provide a Closing Affidavit, as commonly used in Allen County, Indiana. Seller assumes risk of loss and damage until closing. Issues of marketability shall be resolved by reference to the Standards of Marketability, as adopted by the Allen County Indiana Bar Association.

6. POSSESSION shall be delivered on or before AC Rent, if any, shall be pro-rated. Insurance shall be (pro-rated) (cancelled) as of closing date. Seller shall pay all Charges for utility services furnished the real estate until the date possession is delivered.

7. IMPROVEMENTS AND FIXTURES. This Agreement to purchase includes all improvements and permanent fixtures used in connection with said real estate, including, but not necessarily limited to, the following: All electrical, gas, central heating, central air conditioning, and plumbing fixtures, including water softener (except rental units), built-in appliances, all screens, screen doors, storm windows, shades, venetian blinds, drapery hardware, awnings, shutters, attached carpeting, linoleum, radio or television antennae, garage door openers with _____ activators, attached shelving, trees, shrubs, flowers, fences, and _____, if any, now in or on the property, the costs of which shall be fully paid and shall be free of liens.

8. SELLER'S REPRESENTATION. The Seller represents that at the time Seller surrenders possession the electrical, gas, central heating, central air conditioning, plumbing fixtures, and built-in appliances will be in normal working condition; provided, however, that Seller shall not be liable for any such defect unless Buyer gives written notice thereof within a reasonable time after Seller surrenders possession to the Buyer.

9. INSPECTION OF PROPERTY. Buyer has personally inspected and examined the above property, improvements and fixtures included therein, and makes this Agreement in good faith. Buyer shall have an opportunity to again inspect and examine the above property, improvements, and fixtures immediately prior to closing. All the terms and conditions are as stated herein, there being no verbal agreements. If this Agreement is accepted by the Seller, it shall be an Agreement binding and inuring to the benefit of both Buyer and Seller, their heirs, and personal representatives.

10. ZONING. Buyer's intended use requires a zoning classification of R1, and this Agreement is contingent on such use being permitted as of date of closing.11. EARNEST MONEY. The Buyer deposits as earnest money the sum of \$ 0, and upon acceptance by Seller, will deposit additional money in the sum of \$ 0, all of which is to apply toward the purchase price and be held in escrow by Seller's agent until closing. If Seller does not accept in writing on or before 11:59 P.M. Oct. 11, 1979, the offer shall be withdrawn and the earnest money returned. If this offer is accepted and Buyer fails to complete the purchase as agreed, all earnest money shall be forfeited to Seller as liquidated damages and Seller shall have no other remedy at law or in equity.12. OTHER TERMS OR CONDITIONS: Contingent upon approval of the Governing Body of the City of Fort Wayne, Indiana.

13. This Agreement is solely between Buyer and Seller. The Realtor/Broker(s) and Sales Agent(s) shall not be liable for any existing or arising defects or deficiencies in the real estate, improvement, or equipment thereon.

Buyer: Allen Housing Authority Buyer: IDA Neighborhood Care, Inc.

Address: _____ Phone: _____

Earnest money deposit of \$ _____ received. Agent _____, 19____

Additional deposit of \$ _____ received. Agent _____, 19____

ACCEPTANCE BY SELLER: The undersigned Seller of the property described in above Agreement, hereby accepts said offer and agrees to abide by the terms and conditions thereof _____

and also agree to pay our Agent a commission of 3%, which sum shall be deducted from the first payment made to us. We also authorize our said agent to hold all money deposits in escrow until final closing of this transaction. Dated this 11th day of October, 1979.Seller: Allen Housing Authority Seller: IDA Neighborhood Care, Inc.

Address: _____ Phone: _____

Memorandum

To Mayor Robert E. Armstrong Date 10-17-79
From Charles W. Westerman - City Clerk
Subject Appearance before Common Council 10-23-79

COPIES TO:

BILL NO. S-79-10-02

AN ORDINANCE authorizing the sale and execution of deed to Saxon Industries, Inc., or its assignee of certain real estate owned by the City of Fort Wayne, Indiana

Pursuant to the request of the Standing Committee Chairman of Finance of the Common Council, the presence of James Ross, Manager of Baer Field and/or William Salin, City Attorney, is respectfully requested on October 23, 1979, 7:00 P.M., Common Council Conference Room.

A more detailed explanation is requested regarding the above ordinance.

Your cooperation will be greatly appreciated.

W. Richards

Memorandum

To Mayor Robert E. Armstrong Date 10-25-79

From Charles W. Westerman - City Clerk

Subject Appearance before Common Council 11-13-79

COPIES TO:

BILL NO. S-79-10-02

AN ORDINANCE authorizing the sale and execution of deed to Saxon Industries, Inc., or its assignee of certain real estate owned by the City of Fort Wayne, Indiana

The Standing Committee Chairman of Finance is again requesting the appearance of James Ross, Manager of Baer Field and/or William Salin, City Attorney, on November 13, 1979, 7:00 P.M., Room 128 Common Council Conference Room.

A more detailed explanation is requested regarding the above ordinance.

Your cooperation will be greatly appreciated.

Received
11-8-79
D. Beer

4663

Admn. Appr. _____

DIGEST SHEET

TITLE OF ORDINANCE _____

Appropriation Ordinance

8-79-10-17

DEPARTMENT REQUESTING ORDINANCE _____

C D & P Neighborhood Care, Inc.

SYNOPSIS OF ORDINANCE _____

Allow Neighborhood Care, Inc. to purchase property

located at 305 E. Dewald

EFFECT OF PASSAGE _____

see attached sheet

EFFECT OF NON-PASSAGE _____

see attached sheet

MONEY INVOLVED (Direct Costs, Expenditures, Savings) _____

\$2,400.00

ASSIGNED TO COMMITTEE (J.N.) _____

DATE SUBMITTED: _____

Oct. 11, 1979